

ECS FILE: IGA-87-05

PROJECT: B-045-1-307PE, -507C

SECTION: Elliot Road - Baseline
Road

A.G. CONTRACT NO. LR 87-1565

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT entered into this 31st day of November, 1987, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the CITY OF MESA, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-951 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Section 9-522 and 48-572 (B) Arizona Revised Statutes and by Section 303 (h) of the Charter for the City of Mesa to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, City desires to extend two water lines and one sewer line crossing State Route 87 from east to west between Guadalupe Road and Laguna Boulevard and to relocate seven existing fire hydrants along State Route 87 between Baseline Road and the Western Canal; said improvements more particularly described and delineated on the map attached hereto and made a part hereof as Exhibit A; and

WHEREAS, State agrees to construct said utility improvements in conjunction with construction of roadway improvements to State Route 87 from Elliot Road to Baseline Road; and

WHEREAS, it is to the mutual benefit of State and City to enter into an agreement specifying their respective engineering and construction responsibilities relative to said utility improvements on State Route 87; and

WHEREAS, the total cost to construct said utility improvements is estimated to be TWENTY FIVE THOUSAND TWO HUNDRED AND THIRTY DOLLARS (\$25,230) as detailed on Exhibit B attached hereto and made a part hereof and City agrees to bear the cost for engineering and construction of said improvements, including all costs related to construction change orders, delays, or claims for extra compensation made by the contractor.

012583
FILED WITH SECRETARY OF STATE
Date Filed 11-23-87
Rose M. [Signature]
Secretary of State

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for roadway improvements for State Route 87 from Elliot Road to Baseline Road.
2. Include in the project improvements the construction of said utility improvements.
3. Provide plans for utility improvements to City for review and approval.
4. Contract for construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.
5. Upon completion of said utility improvements, submit a bill to City for all engineering and construction costs related to said utility construction.

CITY SHALL:

1. Review and approve plans prepared by State for construction of said utility improvements.
2. Bear all engineering and construction costs for construction of said utility improvements, including all costs related to construction change orders, delays, or claims for extra compensation made by the contractor.
3. Within 60 days of receipt of bill for said utility improvements, remit to State payment in full for amount billed.
4. Upon completion of construction, accept maintenance responsibilities for said utility improvements.

THIS AGREEMENT shall remain in full force and effect until completion of said construction projects as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

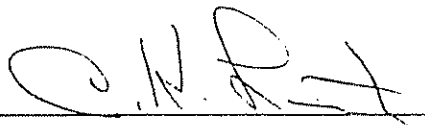
In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

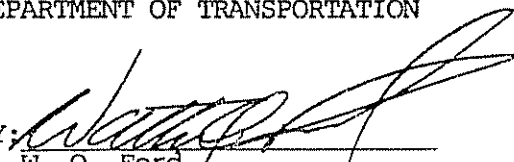
Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its duly elected governing body, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: 
TITLE: City Manager

BY: 
W. O. Ford
State Engineer

ATTEST: 

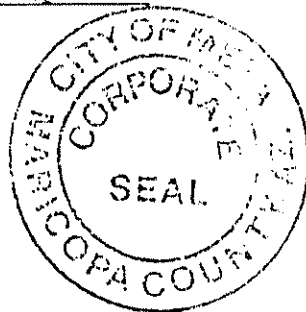


EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF ARIZONA
AND
THE CITY OF MESA

- ①. Sewer Line Crossing - Station 198 + 35_± (Guadalupe Road Intersection)
- ②. Water Line Crossing - Station 207 + 20_± (Between Guadalupe Road and San Angelo Street)
- ③. Water Line Crossing - Station 230 + 05_± (Laguna Boulevard Intersection)
- ④. Existing Fire Hydrant Relocation - Station 172 + 98_±
- ⑤. Existing Fire Hydrant Relocation - Station 197 + 73_±
- ⑥. Existing Fire Hydrant Relocation - Station 201 + 37_±
- ⑦. Existing Fire Hydrant Relocation - Station 209 + 45_±
- ⑧. Existing Fire Hydrant Relocation - Station 216 + 23_±
- ⑨. Existing Fire Hydrant Relocation - Station 221 + 93_±
- ⑩. Existing Fire Hydrant Relocation - Station 231 + 23_±

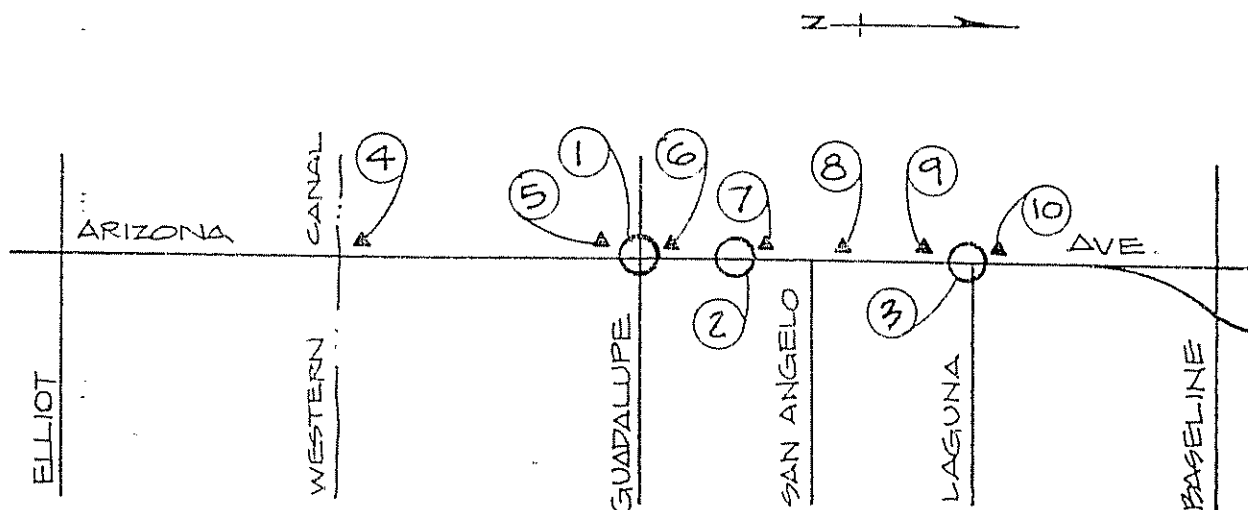
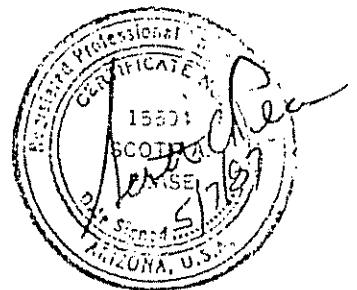


EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF ARIZONA
AND
THE CITY OF MESA

ESTIMATED COST

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
12" A.C.P. Water Line	215 L.F.	\$30.00/L.F.	\$ 6,450.00
12" V.C.P. Sanitary Sewer	160 L.F.	\$60.00/L.F.	9,600.00
Relocate Exist. Fire Hydrant	7 EA.	\$1200.00 EA.	8,400.00
Engineering Design	6 Hrs.	\$50.00/Hr.	300.00
Engineering Drafting	4 Hrs.	\$30.00/Hr.	120.00
Construction Staking	6 Hrs.	\$60.00/Hr.	<u>360.00</u>
		TOTAL	\$ 25,230.00




PROJECT: B-045-1-507C

SECTION: Elliot Road - Baseline Road

RESOLUTION

BE IT RESOLVED on this 20 day of June, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with the City of Mesa for the construction of utility improvements and for the relocation of fire hydrants along State Route 87 from Baseline Road to the Western Canal. Said utility improvements to be constructed in conjunction with roadway improvements to State Route 87 from Elliot Road to Baseline Road.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles Miller, Director
Arizona Department of Transportation

INTERGOVERNMENTAL
AGREEMENT
DETERMINATION

I have reviewed the Intergovernmental Agreement between the State of Arizona, acting through its Department of Transportation, and the City of Mesa relating to the construction of Mesa utilities on South Country Club Drive, between the Western Canal and Baseline Road.

It is my opinion that the City of Mesa is authorized under the laws of the State of Arizona to execute this agreement, and that the agreement is in proper form.

Dated this 6th day of October, 1987.

Neal Beets
Neal Beets
City Attorney

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

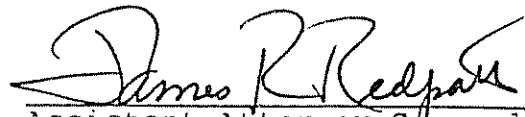
DETERMINATION

A. G. Contract No. KR87-1565, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of November, 1987.

ROBERT K. CORBIN
Attorney General



Assistant Attorney General
Transportation Division